

[Form 17.5, "INSURANCE ENDORSEMENT OF CLEANUP AND CLOSURE" The insurance endorsement of cleanup and closure must be worded as follows, except that instructions in brackets are to be replaced with the relevant information, deleting this statement and the brackets.]

UTAH USED OIL POLLUTION INSURANCE ENDORSEMENT FOR CLEANUP AND CLOSURE

1. The INSURER certifies that the POLICY [policy number] to which the endorsement is attached provides financial assurance for cleanup and closure for the facilities identified herein. The Insurer further warrants that such policy conforms in all respects with the requirements of Utah Administrative Code R315-15, the "RULES" as applicable and as such regulations were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency. This coverage applies solely to Pollution Conditions arising during the course of used oil operations of the facilities covered: Facilities Covered: [List for each facility: The EPA Identification Number, name, address, and the amount of insurance for cleanup and closure (these amounts for all facilities covered must total the face amount shown below).]

Face Amount: [insert here] Policy Number: [insert here] Effective Date: [insert here].

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the POLICY; provided, however, that any provisions of the POLICY inconsistent with subsections (a) through (h) of this Paragraph 2 as they apply to the RULES are hereby amended to conform with subsections (a) through (h):

- (a) Bankruptcy or insolvency of the INSURED shall not relieve the INSURER of its obligations under the POLICY to which this endorsement is attached.
- (b) The INSURER is liable for the payment of amounts within any deductible, retention, self-insured retention (SIR), or reserve applicable to the POLICY, with a right of reimbursement by the INSURED to the INSURER for any such payment made by the INSURER. This provision does not apply with respect to that amount of any deductible, retention, self-insured retention (SIR), or reserve for which coverage is demonstrated as specified in Section R315-15-12.
- (c) Whenever requested by the Director of the Division of Solid and Hazardous Waste (the DIRECTOR) of the State of Utah, the INSURER agrees to furnish to the DIRECTOR a signed duplicate original of the POLICY and all endorsements.
- (d) Cancellation of this endorsement, whether by the INSURER, the INSURED, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the used oil management facility, will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the DIRECTOR for transit, loading and unloading of used oil to or from facility(ies) which are located in Utah.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of 120 days after a copy of such written notice is received by the DIRECTOR for those facility(ies) which are located in Utah.

(f) It is agreed that this ENDORSEMENT and all POLICY provisions related to this ENDORSEMENT shall be construed pursuant to the laws of the State of Utah and that in the event of the failure of the INSURER to pay any amount claimed to be due hereunder, the INSURER and the INSURED will submit to the jurisdiction of the State of Utah, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this POLICY shall be determined in accordance with the law and practice of the State of Utah (notwithstanding Utah's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the INSURER's right to remove an action to a United States District Court in the District of Utah.

(g) Endorsement(s) added to, or removed from the POLICY that have the effect of affecting the environmental pollution legal liability language, directly or indirectly, shall be approved in writing by the DIRECTOR before said endorsement(s) become effective.

(h) INSURER or INSURED shall not contest the use of "drafting history" in a judicial interpretation of this ENDORSEMENT and the POLICY.

Attached to and forming part of POLICY No.[insert here] issued by [insurance company name in the state in which it is licensed to do business], herein called the INSURER, of [address of insurance company named above] to [name of company being permitted] this [insert here] day of [month], [year]. The effective date of said POLICY is [insert here] day of [month], [year].

I hereby certify that the wording of this endorsement is identical to the wording supplied by the DIRECTOR, and that the INSURER is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines INSURER, in one or more States.

[Authorized signature for Insurer]

[Name of person signing]

[Title of person signing]

Signature of [witness or notary]: [date]